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GOVERNMENT OF INDIA

MINISTRY OF LABOUR

NOTIFICATION

New Delhi, the 9th December 1949

No. LR-2(251)/I.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947) the Central Government is pleased to publish the following award of the All India Industrial Tribunal (Bank Disputes), in the matter of alleged victimization, retrenchment, dismissals, etc. in respect of banking companies in the Province of Madras:—

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY.

ADJUDICATION

Between

- (1) The Imperial Bank of India,
- (2) The Indian Overseas Bank Ltd.,
- (3) Eastern Bank Ltd.,
- (4) National Bank of India, Ltd

AND

Their workmen.

IN THE MATTER OF ALLEGED VICTIMIZATION, RETRENCHMENT, DISMISSALS, ETC. AT
MADRAS AND OTHER PLACES IN THE MADRAS PROVINCE.

Present:—

Mr. K. C. Srinivas, Chairman,
Mr. J. N. Majumdar, Member,
Mr. N. Chandrasekhara Aiyar, Member

Appearances:—

Mr. H. M. Small and Mr. L. D. Miller, instructed by Messrs. King & Partridge, Solicitors, for the Imperial Bank of India, Eastern Bank and the National Bank of India Ltd.

Mr. V. C. Gopalratnam, Advocate, for the Indian Overseas Bank Ltd.

Mr. T. S. Ramanujam and Mr. B. Chengalvarayan for the Imperial Bank Indian Staff Union.

Mr. R. Venkatram and Mr. R. Dandupani for the Indian Staff Union of the National Bank of India.

Mr. S. C. C. Antony Pillai for the employees of the Indian Overseas Bank.

Mr. K. S. Shetty for P. Kuppuswami.

AWARD

In the course of the Tribunal's inquiry at Madras four cases of alleged victimization were brought to its notice. Three of them relate to the Imperial Bank and the fourth to the Indian Overseas Bank. We shall now deal with them *seriatim*.

2 R. Subbarayulu.—He was a messenger in the Mount Road branch of the Imperial Bank of India, Madras, with a service of about 9 years to his credit. His services were dispensed with on 24th November 1948 as "no longer required" and he was given salary for the rest of the month as well as one month's salary in lieu of notice. The complaint is that no reasons were given for this termination. This, however, is not correct. There is a memorandum, dated 21st July 1947 which was communicated to him in which he was described as a "lazy, untidy and poor worker". On 13th August 1947 he got a second warning in these terms: "Messenger A. Subbarayulu is informed that he has been reported to be often very disobedient and inattentive to his work. He also absented on 9th August 1947 without obtaining previous sanction. His attention is drawn to previous letter of warning, dated 21st July 1947. Unless satisfactory improvement is shown, further steps will be taken". On 11th November 1948, he applied for leave for the next day stating that he had to bring his mother from a mofussil station. The Agent refused the leave and asked him to avail himself of the next two days 13th and 14th November, which were Bank Holidays. Subbarayulu took up the leave application with the Agent's remark 'no' written on it and tore it to bits in a constituent's presence. As punishment for tearing up an official record the Agent gave him turn duty on the 12th November and morning duty on the 13th, but he refused to sign the duty book. Thereupon the Agent reported the matter to the higher authorities. The case was placed before the Local Board of the Bank and Subbarayulu's services were dispensed with.

3. In the circumstances, the non-invention of the reasons in the order of discharge does not appear to us to be very material and the fact that a formal charge was not framed against him and his explanation not taken cannot be said to be sufficient grounds calling for our interference. We would, however, remark that it is an elementary principle that before an employee's services are dispensed with, a formal written charge should be given to him and that he should be given a reasonable opportunity to explain his alleged misconduct. We give no direction in this case.

4. M. Easaw.—His grievance is that he was transferred without proper ground from the Cochin Branch of the Imperial Bank to the Pollachi Branch on the 4th May, 1949. He asked for leave and when this was refused owing to shortage of clerks he absented himself without permission. The Cochin branch agent suspended him and recommended his dismissal; the Head Office, however, set aside the suspension order but transferred him. He has no case for complaint when he was thus leniently treated. Anyhow, as it appeared to us that he had been taught a sufficient lesson by this transfer and that he might now be allowed to go back to the Cochin branch, we suggested this to Mr. Small who appeared for the Imperial Bank and he stated, after consulting his clients, that Easaw would be transferred back to Cochin at the earliest available opportunity. In view of this statement, no directions from us are necessary in this case.

G. Satahi Pathi Rao (Guntur Branch of the Imperial Bank of India).—

5. He was absent at the hearing. He had service for 21 months to his credit and was drawing a salary of Rs. 74 per mensem, when his services were dispensed with on 19th April, 1948, on payment of a month's salary *in lieu* of notice. He had been granted nine days of ordinary leave and was to have rejoined duty on the expiry of this period. But he did not do so and applied by letter for a month's leave "on loss of pay" (*i.e.*, without pay) for private domestic reasons. The leave was not sanctioned and the agent of the Bank at Ellore wherefrom the leave application was sent was asked by telephone by the Guntur agent to inform the clerk that he must rejoin duty on the due date. We are told by the Ellore agent that he did send word to the clerk and advised him not to take leave but that the clerk did not heed the advice and stayed away. The report of Mr. Savoor, Agent of the Guntur Branch, to the Secretary and Treasurer of the Imperial Bank, Madras, is to be found in his dated the 15th April 1948 where reference is made to a previous occasion when after taking one day's leave this particular clerk had absented himself for over a month on the ground of his mother's illness and his own illness and when he had been reprimanded for absence from duty.

6. The conduct of the clerk was certainly objectionable but in view of the fact that in this case also no formal charge was drawn up nor was an opportunity given to him to give an explanation and the further fact that the Ellore agent appears to have reported that the ground of illness of his mother for which the leave was wanted was true, we felt, and we gave expression to our feeling, that this was a case which deserved a more sympathetic consideration than has been given by the management. The Imperial Bank has assured us through Mr. Small that his case will be reconsidered in the light of the opinion that we have formed in this case. In view of this assurance we think it unnecessary to give any directions regarding Mr. G. Satahi Pathi Rao.

7. **P. Kuppuswami**.—He was an attender with three year's service in the Indian Overseas Bank and he was suspended for one week for refusal to obey a call from the agent while working in the office. He wants his salary for this period to be paid to him. It is obvious that the order of suspension was necessitated in the interest of discipline and cannot be said to be an unjust or improper order. If so, the question of salary can hardly be said to arise, and Mr. V. C. Gopalratnam, who appeared for the Bank stated that if the attender withdrew the charge of victimization, the Bank would consider the payment of the salary for the period in question. Mr. K. S. Shetty who appeared on behalf of Kuppuswami withdrew the charge; and there is nothing more to be said about this case.

8. Two more cases were brought to our notice—those of Tholasingham Mudaliar of the Eastern Bank of India Ltd., and T Venkatachalam Pillai of the National Bank of India. We could not, however, deal with these cases as the dismissal of the former (Tholasingham) took place on 26th August 1949, after the date of the notification constituting this Tribunal, and in the case of the latter the termination of service or dismissal was as long ago as 1939. In fact it may be mentioned that no notices were issued in these two cases to the Banks concerned calling upon them to answer any charges.

9. Two other cases were brought to our notice towards the end of the proceedings held at Madras. The first is that of Mr. R. Bhoovarahamurthy who was a cashier in charge of the branch of the Indian Overseas Bank, Ltd., at Mutupet and whose services were terminated on the 30th May 1949. The application was sent by post, no notice having been given to the Bank. He was also absent at the hearing and no one present at the hearing represented him. He wants his salary for the period during which he was absent prior to his discharge and one month's wages *in lieu* of notice. In view of the casual manner

in which he seems to have sought his remedy from us, we are not inclined to grant any relief in this case and give no directions.

10. The other case is that of C. P. Kuruvilla, a clerk of the National Bank of India, Ltd., whose services were dispensed with in December 1944 on the ground of continued ill-health. We have decided not to allow individual disputes of such a long standing to be reopened before us and we, accordingly, do not interfere in this case also.

K. C. SEN,
Chairman

J. N. MAJUMDAR,
Member.

N CHANDRASEKHARA AIYAR,
Member.

Camp Madras,

The 4th November, 1949

ORDER

New Delhi, the 9th December 1949

No LR-2(251)/II.—Whereas by an Order of the Central Government in the Ministry of Labour No LR-2(212), dated the 13th June 1949, the industrial dispute between banking companies and their employees was referred to the All India Industrial Tribunal (Bank Disputes) for adjudication;

And whereas the award of the said Tribunal in the matter of alleged victimisation, retrenchment, dismissals, etc. in respect of banking companies in the Province of Madras has been published by the Central Government in a notification of the Ministry of Labour No. LR-2(251)/I, dated the 9th December 1949;

Now, therefore, in exercise of the powers conferred by sections 15 and 19 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government is pleased to direct that the said award shall be binding for a period of one year from the 4th November 1949.

N. O. KUPPUSWAMI, Under Secy.